

REMARKS

Applicant has thoroughly considered the Office action mailed on November 30, 2006. Claims 3, 5, 6, 9-13, 15-19, 21, 29, 30, and 32-37 are presented in the application for further examination. Reconsideration of the application claims in view of the following remarks is respectfully requested.

Claim Rejections under 35 U.S.C. § 102

Claims 5, 15, 19, 21, 29-30 and 32-37 stand rejected under 35 U.S.C. 102(e) as being anticipated by Chen et al., U.S. Pub. App. 2003/0191703 (Chen). Chen teaches a system for providing aggregated accounts information to an interested third party. The client is allowed to specify various levels of access permissions for an interested party to control the level of detail accessible to one or more interested parties. However, the client grants access by interested party and not the intended use of the information by the interested party. In particular, in paragraph 148, Chen discloses the client investor is allowed to "control or change the accounts, if any, that are accessible by a particular interested party using the data aggregation system." Furthermore, the client investor may choose "one or more interested parties, or interested party team, who may access client investment account information, as well as the option of specifying the **level of detail available to each interested party.**" (Chen, pages 14-15, paragraph 148). Specifically, "the data aggregation system **will only display a client's account data to an interested party if and when the client so allows.**" (Chen, pages 14-15, paragraph 148). Chen teaches that "[T]he methods and techniques by which the data aggregation system allows a client to manage access to his account information by interested parties is referred to herein as **permissioning.**" (Chen, pages 14-15, paragraph 148). In other words, Chen teaches nothing more than allowing a client investor the ability to grant permission to one or more interested parties to access the client investor's aggregated accounts information and the permission is granted on the basis of who the interested party is and not the interested party's use of the information as recited in the claimed invention.

In contrast, the present invention includes "generating an intended use request by the client of the certain user-specific information in the data store" and "comparing

the determined intended use request with the determined allowed level of access" as recited in claims 15 and 29. For example, suppose Joe goes to a financial web site which customizes the pages it displays to include the user's name and items of local financial news of interest to the user. (Specification, page 68, lines 13-14). After reviewing the options, Joe decides to subscribe to the financial advisor web site. (Specification, page 68, line 15). The site allows Joe to enter a series of stock symbols and industry types (e.g. tech sector) in which he is interested. (Specification, page 68, lines 16-17). The financial web site advisors will send Joe email when something of interest happens in any of the entered industry types. (Specification, page 68, lines 17-18). Additionally, the site will send an email alert to Joe when there are marked changes in the value of stocks listed in Joe's entered portfolio. (Specification, page 68, lines 18-19). After making his selections, Joe is asked to grant permission for the financial web site to contact him via email and alerts. (Specification, page 68, lines 20-21). The financial web site includes verbiage indicating that **Joe agreeing to get email and alerts from the financial web site does not mean that the site will send him any other type of email or alert.** (Specification, page 69, lines 21-23). Joe agrees and starts filling in the required information not available in his web-services. (Specification, page 68, lines 23-24).

Accordingly, if something of interest has occurred in one of the industry types selected by Joe, the financial web site will send a query request against Joe's profile using the task ID and intentions for notifying Joe that something of interest occurred in a selected industry type. In this case, the financial web site will be allowed to access Joe's email address to send an email notifying Joe of the event. Now suppose the financial web site sends a query request against Joe's profile using the task ID and intentions for advertising. (Specification, page 68, lines 25-26). Because Joe has not allowed the site access to his email address for the intention of sending an advertisement, the consent system displays the information and intentions to Joe on a consent menu. (Specification, page 68, line 29-page 69, line 1). If Joe agrees, the consent system writes a financial web site specific role into Joe's profile access control list that includes the advertising intention. (Specification, page 69, lines 1-3). If Joe

does not agree, the financial web site will not be allowed to access Joe's email address to send the advertisement.

Therefore, Joe not only specifies who (e.g., the financial web site) is allowed access to his personal information but the intention of the use of the information (e.g. when a sector has something interesting happening, when there are marked changes in the value of stocks listed in Joe's portfolio, or for targeting content and advertising). Furthermore, the permission is conditioned on the financial web site's intentions. From the example above, the financial web site can access Joe's email address when it intends to send Joe an email when a something interesting is happening within a selected industry sector. On the other hand, the financial web site can not access Joe's email address when it intends to send Joe an advertisement.

Nothing in Chen teaches, suggests or makes obvious comparing the generated intended use request with the determined allowed level of access. The Examiner's reliance on paragraph 139 of Chen is misplaced; it teaches nothing more than providing the interested party with a list of client accounts accessible to the interested party if the interested party's **identification/authentication** information is valid. (Chen, page 14, paragraph 139). Thus, Chen fails to teach comparing the generated intended use request with the determined allowed level of access as recited in claims 15 and 29.

Additionally, the present invention includes "invoking a consent engine in response to the client's request if the generated intended use request is outside the allowed level of access, said consent engine informing the user of the client's request to access the certain user-specific information in the data store and inviting the user to permit or to deny the client's request to access the certain user-specific information in the data store" as recited in claims 15 and 29. (Specification, page 19, lines 25-30).

Nothing in Chen teaches, suggests or anticipates invoking a consent engine to inform the **user** of the **client's request to access user-specific information** and inviting the **user** to permit or to deny the client's request to access the information as recited in the claims. In fact, Chen teaches the away from such an approach. Chen discloses the list of potential interested parties are provided by the application server. (Chen, page 17, paragraph 175). Furthermore, Chen teaches the application server maintains and stores the list of potential interested parties "**based upon the interested**

parties previously entered or selected by the client user for other aggregated accounts". (Chen, page 18, paragraph 176).

For at least these reasons, Applicant submits that none of the cited references, alone or in combination, teach or anticipate each and every element of claims 15 and 29. As such, the rejection of claims 15 and 29 under 35 U.S.C. § 102(e) should be removed. Additionally, claims 5, 19, 21, 30 and 32-37 depending from claims 15 and 29 are allowable for at least the same reasons as claims 15 and 29.

Claim Rejections under 35 U.S.C. § 103

Claims 3, 10, 13 and 16-18 stand rejected under 35 U. S.C. 103(a) as being unpatentable over Chen, in view of Kramer et al., U.S. Pat. 5,414,852 (Kramer). Kramer discloses allowing application programs access to data objects using matching keys. In contrast to the present invention, Kramer fails to teach or disclose comparing the generated intended use request with the determined allowed level of access and invoking a consent engine in response to the client's request if the generated intended use request is outside the allowed level of access, informing the user of the client's request and inviting the user to permit or to deny the client's request, as recited by claims 15 and 19. Thus, the cited art, whether considered separately or together, fails to teach or suggest all of the claimed elements. Moreover, claims 3, 10, 13 and 16-18 depend from claims 15 and 29 and are believed allowable for at least the same reasons as claims 15 and 29. Thus, the rejection should be withdrawn.

Claim 6 stands rejected under 35 U.S.C. 103(a) as being unpatentable over Chen, in view of Ukelson, U.S. Pat. 6,338,096 (Ukelson). Ukelson teaches a micro web browser for transparently accessing multiple local and remote data stream types from an HTML browser. (Ukelson, abstract). In contrast to the present invention, Ukelson fails to teach or disclose comparing the generated intended use request with the determined allowed level of access and invoking a consent engine in response to the client's request if the generated intended use request is outside the allowed level of access, informing the user of the client's request and inviting the user to permit or to deny the client's request, as recited by claim 29. Thus, the cited art, whether considered separately or together, fails to teach or suggest all of the claimed elements.

Moreover, claim 6 depends from claim 29 and is believed allowable for at least the same reasons as claim 29. Thus, the rejection should be withdrawn.

Claim 9 stands rejected under 35 U.S.C. 103(a) as being unpatentable over Chen, in view of Desai et al., U. S. Pat. 6,820,204 (Desai). Desai teaches that access to user profile information is granted on an element by element, user by user basis. (FIG. 7; FIG. 9; FIG. 10; column 8, lines 62-65; column 9, lines 4-6). Furthermore, Desai teaches that access is granted based public/private key pairs. (Column 15, lines 26-30). Specifically, Desai discloses a record having the data element's universal ID and the user's ID is located in the key chain database. (FIG. 10, column 14, lines 65-67). If a matching record is found in the key chain database, then the encrypted secret key from the matching record is decrypted using the user's private key then the decrypted secret key is used to decrypt the requested data element. (FIG. 10, column 15, lines 8-12). In contrast to the present invention, Desai fails to teach or disclose comparing the generated intended use request with the determined allowed level of access and invoking a consent engine in response to the client's request if the generated intended use request is outside the allowed level of access, informing the user of the client's request and inviting the user to permit or to deny the client's request, as recited by claim 29. Thus, the cited art, whether considered separately or together, fails to teach or suggest all of the claimed elements. Moreover, claim 9 depends from claim 29 and is believed allowable for at least the same reasons as claim 29. Thus, the rejection should be withdrawn.

Claims 11-12 stand rejected under 35 U.S.C. 103(a) as being unpatentable over Chen and Kramer, in view of Erickson et al., U.S. Pub. 2003/0081791 (Erickson). Erickson teaches exchanges messages including encrypted data in the form of XML documents according to Simple Object Access Protocol. However, Erickson fails to teach or disclose comparing the generated intended use request with the generated allowed level of access and invoking a consent engine in response to the client's request if the generated intended use request is outside the allowed level of access, informing the user of the client's request and inviting the user to permit or to deny the client's request, as recited by claim 29. Thus, the cited art, whether considered separately or together, fails to teach or suggest all of the claimed elements. Moreover,

claims 11 and 12 depend from claim depend from claim 29 are believed allowable for at least the same reasons as claim 29 and the rejection should be withdrawn.

CONCLUSION

In view of the foregoing remarks, Applicant requests reconsideration and allowance of all pending claims. Applicant does not believe that a fee is due in connection with this response. If, however, the Commissioner determines that a fee is due, he is authorized to charge Deposit Account No. 19-1345.

Respectfully submitted,

/Frank R. Agovino/

Frank R. Agovino, Reg. No. 27,416
SENNIGER POWERS
One Metropolitan Square, 16th Floor
St. Louis, Missouri 63102
(314) 231-5400

FRA/BAW/cjl